



PERSONAL ACCIDENT INSURANCE POLICY

Please read this policy carefully and if any error is found or if the cover is not in accordance with your needs, please return it to us immediately for correction.

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**PEOPLE'S
INSURANCE**

CARING WITH LOVE

Personal Accident Policy

WHEREAS the Insured named in the Schedule has by a proposal and /or other particulars, which shall be the basis of this contract and is deemed to be incorporated herein has applied to the People's Insurance PLC (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the Schedule as consideration.

If agreed that if during the Period of Insurance any Insured person shall sustain bodily injury caused solely by violent accidental external and visible means which shall independently of any other cause result in Death, or Disablement the Company will subject to the terms provisions exceptions and conditions contained herein or endorsed hereon pay to the Insured the Benefits specified in the Schedule.

EXCEPTIONS

This policy does not apply to Death or Disablement caused which is directly or indirectly by, or which result from:-

- 1) The insured person engaging in motor cycling (as rider or passenger), racing of any kind (other than on foot), professional sports on snow or ice, mountaineering with ropes and/ or guides, pot holing or any other sport or past time involving exceptional risk or accident.
- 2) Flying or any aerial activity except as passenger in a properly licensed power driven aircraft. The word 'passenger' does not include any member of the aircrew or a technician working in or upon an aircraft.
- 3) Childbirth or pregnancy notwithstanding that such event may have been accelerated or induced by accident.
- 4) Intentional self – injury or suicide (whether felonious or not) or any attempt thereat while sane or insane; being under the influence of drugs (other than those prescribed by a registered medical practitioner but not when prescribed for the treatment of drug addiction); being under the influence of alcohol or deliberate exposure to exceptional danger except in an effort to save human life.
- 5)
 - 5.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war.
 - 5.2 mutiny, civil commotion, tribal rising, military rising, insurrection, rebellion, strike, riot revolution, military or usurped power, martial law or state of -siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, permanent or temporary dispossession resulting from confiscation or detention, requisition or willful destruction by any lawfully constituted authority.
 - 5.3 any act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and / or to put the public, or any section of the public, in fear.

This Insurance also excludes death or disablement directly or indirectly caused by resulting from or in connection with any action taken in controlling, prevailing, suppressing or in any way relating to (5.1,5.2) and / or (5.3) above.

Any death or disablement happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be death or disablement which is not covered by this Insurance, except to the extent that the Insured shall prove that such death or disablement happened independently of the existence of such abnormal Conditions.

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of this Condition any death or disablement is not covered by this Insurance, the burden of proving that such death or disablement is covered shall be upon the Insured.

6. Death or disablement directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing currently or in any other sequence to the loss:
 - a. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear installation, reactor or other nuclear assembly or nuclear fuel
 - b. the radioactive, toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c. any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
7. Death or injury whilst on duty in service with any armed force.
8. Bodily injury to the insured person who at the time of accident is below the lower age limit or above the upper age limit.

PROVISIONS

- 1) Benefits shall only be payable provided death or disablement commences within 12 months of the date of injury.
- 2) The aggregate sum payable in respect of all Benefits for any Insured Person shall not exceed the Capital Sum Insured.

- 3) Compensation for permanent disablement under Benefit 2 shall be payable at the end of the period for which compensation is payable under Benefit 3 caused by the same accident, if Benefit 3 is included under the policy.
- 4) Temporary Disablement shall be deemed to have ceased when the wound or injury which brought about the incapability has healed or been cured as far as is reasonably possible notwithstanding the Permanent Disablement may remain.
- 5) "Annual Earnings" means the total remuneration paid by the principal to the employee during the twelve months immediately preceding the happening of the event or which would have been paid had the Insured person been employed by the principal for the whole of such period.
"Average Weekly Earnings" means the average for a week of "Annual Earnings".

TABLE OF PERMANENT DISABLEMENT

	Description of Disablement	Percentage of Benefit
1.	Loss of sight of both eyes	100
2.	Total loss of use of two limbs	100
3.	Injuries resulting in permanent total disablement from all further work	100
4.	Loss of sight in one eye	50
5.	Total loss of use of one limb	50
6.	Loss of thumb	
	- both phalanges	25
	- one phalanx	10
7.	Loss of index finger	
	- three phalanges	15
	- two phalanges	10
	- one phalanx	5
8.	Loss of finger other than thumb or index finger	
	- three phalanges	10
	- two phalanges	7
	- one phalanx	3
9.	Loss of toes	
	- all	15
	- big toe	5
	- any other toe	2

Where the disablement is not specified above, the Company will adopt a percentage of benefit which in its opinion is consistent with the above and without regard to the profession or occupation of the Insured Person.

When more than one infirmity arises the total benefits shall not exceed 100%

BENEFITS

Item	Compensation
1. Death	The compensation specified in the Schedule.
2. Permanent Disablement	Such percentages as per Table of Permanent Disablement set out on this Policy of the Compensation Specified in the Schedule.
3. Temporary Disablement resulting in total and absolute incapacity from following usual employment for a longer period than one week.	Weekly compensation specified in the Schedule.

CONDITIONS

- 1) **Interpretation**
The Policy and the Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of the contract shall bear such specific meaning wherever it may appear.
- 2) **Observance of Terms and Conditions**
The due observance and fulfillment of the terms and conditions of this Policy shall be conditions precedent to any liability of the Company to make any payment under this policy.
- 3) **Misrepresentation**
This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular. The Insured shall notify the Company as soon as possible of any alteration or increase in the risk (s) insured occurring during the currency of this Insurance.

4) **Renewal Procedure**

Before renewing this policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the period of insurance including notice of any disease, physical or mental defect or infirmity affecting the Insured person.

5) **Claims**

Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within thirty days of any occurrence likely to give rise to a claim under the Policy a detailed statement in writing describing the occurrence shall be delivered to the Company. It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company.

The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's personal representative to have a post - mortem examination of the body.

The death of the Insured Person shall be established by an official certificate, or in the event of his/her disappearance following an accident or the total loss of a vessel or air craft, by a court order presuming his death.

6) **Arbitration**

All differences as to amount arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7) **Fraud**

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means, or devices be used by the insured or any one acting on his behalf or if any destruction injury or damage be occasioned by the willful act or with the connivance of the Insured all benefits under this policy shall be forfeited.

8) **Cancellation of the Insurance**

This Insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force, subject to no claims. This Insurance may also at any time be terminated at the option of the Company on notice to that effect being given to the Insured, in which case the Company shall liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

9) **Due Notice**

The insured shall notify the Company of any change in the insured person's occupation and shall pay additional premium it required.

10) **Claim Payment**

Compensation shall we payable to the Insured or to the insured's legal personal representatives whose receipt shall effectually discharge the company. Nothing in this policy shall be construed as giving right of claim to any person other than the insured.

11) **Premium Warranty Clause.**

11.1 Notwithstanding anything herein contained but subject to clause 11.2 and 11.3 hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to settled to the Company on or before the premium due date specified in the Schedule of this Policy, Renewal Certificate, Endorsement or Cover Note (Which shall be a date not exceeding Sixty (60) days from the date of Inception of the Policy) and in the absence of any such premium due date. the full settlement of the premium is required to be made or effected on or before the expiry of the Sixtieth (60) day from the date of inception of this Policy, Renewal Certificate, Endorsement or Cover Note (hereinafter referred to as the "due date")

For the purpose of this warranty the "due date" shall be recognized from the date of inception or commencement of the coverage.

11.2 It is also declared and agreed that the settlement of the full premium on or before the due date shall operate as a condition precedent to the Company's liability or an obligation to settle claim under this Policy, Renewal Certificate, Endorsement, or Cover Note.

In the event of any claim arises between date of commencement of this insurance and the "due date" for the settlement of premium, the Company may defer any decision on liability or postpone the settlement of any such claim until full settlement of the premium is effected on before the "due date".

11.3 It is also declared and agreed that where the full premium payable hereunder remains outstanding as at the closure of business of the insurer on the "due date" then the cover under this insurance and any obligations assumed or imputed under this insurance shall stand to be cancelled, ceased and revoked immediately.

However, such cancellation will not prejudice the rights of the Company to invoke any legal defence or to recover the full or any part of the defaulted premium attributable to the expired period of the insurance.

“Divisurekum Prathilaba” Endorsement : Attached to the Personal Accident Policy Wording.

Funeral Expenses Cover

The company will indemnify the beneficiary or the legal representative (if a beneficiary is not mentioned) of the Insured in respect of the funeral expenses incurred due to accidental death of the Insured up to a maximum amount specified in the Schedule of the Policy subject to documentary proof.

Hospitalization Cover

In the event of Insured person stated in the Schedule been warded and confined in any hospital as hereinafter defined, on the recommendation of a registered Medical Practitioner, due to an accidental injury occurring during the Policy Period, the Company will, upon receipt and approval of proof, pay the following Hospitalization Benefits shown in the Schedule of the Policy, for the period during which the Insured person shall be an in-patient of the hospital subject to a minimum of twenty four (24) consecutive hours of confinement.

- a) Medical Expenses incurred by the Insured at the hospital subject to a maximum of LKR 75,000.00
- b) In case of an admission to a government hospital LKR 1,200.00 per day up to a maximum of 14 days.

DEFINITIONS

“Accident” means an unexpected, unforeseen and involuntary event caused by external, violent and visible means.

“Hospital” means any Registered Medical Institution in Sri Lanka, established for in-patient care and day care treatment for Illness and Injury

For the purpose of this definition, the term "Hospital" shall not include an establishment, which is a place of rest or recreation, a place for the aged, a place for drug-addicts or alcoholics, a hotel or any other like place.

“Injury” means any physical/ bodily harm sustained due of an Accident, occurring during the Policy Period, for which medical treatment by a Medical Practitioner is required, but does not include any Illness.

“Medical Expenses” means the necessary, reasonable and customary charges actually incurred by the Insured for the medical treatment of the Injury on the advice of a Medical Practitioner, as long as these are no more than what would have been payable if the Insured Person had not been insured.

“Medical Practitioner” means a person who holds a degree of a recognized medical institute and is registered or licensed by recognized medical council in Sri Lanka and acting within the scope of the license or registration granted to him/her. The term Medical Practitioner would include physician, specialist, anesthetist and surgeon but would exclude the Insured and the Insured's immediate Family. "Immediate Family" would comprise of Insured's spouse, children, siblings and parents.